

**2017-2025
Memorandum of Understanding
Between
The City of New York
and
Police Benevolent Association**

MEMORANDUM OF UNDERSTANDING made this 3 day of April, 2023 ("2017-2025 PBA MOU") by and between the undersigned Police Benevolent Association of the City of New York, Inc. (the "Union"); and the City of New York (the "City").

W I T N E S S E T H

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this 2017-2025 Police Benevolent Association Memorandum of Understanding ("2017-2025 PBA MOU"), and an agreement successor to the Agreement between the Employer and the Union that expired on July 31, 2017 (the "CBA"), to cover the employees represented by the Union ("Employees");

WHEREAS, the undersigned parties intend by this 2017-2025 PBA MOU to cover all economic matters including wages, duty schedules, and work rule modifications, and to incorporate the terms of this 2017-2025 PBA MOU into the Successor Separate Unit Agreement covering the period from August 1, 2017 through July 31, 2025;

NOW, THEREFORE, it is jointly agreed as follows:

Section 1. Term

The term of the successor collective bargaining agreement shall cover the period from August 1, 2017 through July 31, 2025.

Section 2. Continuation of Terms

The terms of the predecessor separate unit agreement, including side letters, shall be continued, except as modified pursuant to this 2017-2025 PBA MOU and the attached side letters.

Section 3. General Wage Increases

- a. Effective August 1, 2017, Employees shall receive a general increase of 2.25%.
- b. Effective August 1, 2018, Employees shall receive a general increase of 2.50%.
- c. Effective August 1, 2019, Employees shall receive a general wage increase of 3.00%.
- d. Effective August 1, 2020, Employees shall receive a general wage increase of 3.25%.
- e. Effective August 1, 2021, Employees shall receive a general wage increase of 3.25%.

- f. Effective August 1, 2022, Employees shall receive a general wage increase of 3.50%.
- g. Effective August 1, 2023, Employees shall receive a general wage increase of 3.50%.
- h. Effective August 1, 2024, Employees shall receive a general wage increase of 4.00%.
- i. The increases provided for in Section 3 shall be calculated as follows:
 - i. The general increase in Section 3(a) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2017.
 - ii. The general increase in Section 3(b) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2018.
 - iii. The general increase in Section 3(c) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2019.
 - iv. The general increase in Section 3(d) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2020.
 - v. The general increase in Section 3(e) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2021.
 - vi. The general increase in Section 3(f) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2022.
 - vii. The general increase in Section 3(g) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2023.
 - viii. The general increase in Section 3(h) shall be based upon the base rates (including salary or increment salary schedules) in effect on July 31, 2024.

Section 4. Adjustment to Salary Schedule

Effective August 1, 2023, the following wage schedule shall apply. For purposes of clarity, the 3.5% general wage increases in 3(g) does not apply on top of this schedule. The wage increases in 3(h) shall apply on the date specified in that paragraph.

6th Grade - first 1.5 years	\$53,790
5th Grade - after 1.5 years	\$55,746
4th Grade - after 2.5 years	\$56,793
3rd Grade - after 3.5 years	\$58,041
2nd Grade - after 4.5 years	\$62,872
Basic Maximum - after 5.5 years	\$105,146

Section 5. Extended Tour Pilot

The parties agree to implement a pilot for 10 and 12-hour tours pursuant to the terms set forth in the agreement attached to this MOU.

Section 6. Retroactivity

In the event that any payment is not paid on the date due under this 2017-2025 PBA MOU, such payment when made shall be paid retroactive to such date due.

Section 7. Conditions of Payment

The general wage increases pursuant to Section 3 of this 2017-2025 PBA MOU shall be payable as soon as practicable upon ratification of the 2017-2025 PBA Agreement. This Section does not in any way limit or modify Article XVI, Section 13 of the collective bargaining agreement.

Section 8. Withdrawal of Pending Litigation

The Union agrees to withdraw the case pending before the Public Employment Relations Board docketed as DR-140 — City of New York.

The City agrees to withdraw the case pending before the Office of Collective Bargaining docketed as BCB-4271-18.

Section 9. Health Savings

The June 28, 2018 letter agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee will be attached as an Appendix, and is deemed to be part of this MOA.

Section 10. Incorporation of Provisions

The provisions of this 2017-2025 PBA MOU shall be deemed incorporated into the Successor Unit Agreement as if they had been originally contained therein.

Section 11. Savings Clause

In the event that any provision of this MOU is found to be invalid by a court of law, administrative body, or other tribunal having jurisdiction, such invalidity shall not impair the validity and enforceability of the remaining provisions of this 2017-2025 PBA MOU. The parties shall meet to endeavor to renegotiate any such invalid provision so that the invalidity is overcome.

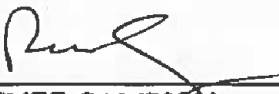
Section 12. Ratification

This Agreement is subject to ratification by the Union and adoption by the City of New York.


WHEREFORE, we have hereunto set our hands and seals this 3rd day of April, 2023.

FOR THE CITY OF NEW YORK

FOR THE POLICE BENEVOLENT ASSOCIATION

BY: 

RENEE CAMPION
Commissioner of Labor Relations

BY: 

PATRICK J. LYNCH
President

PBA Modern Chart Pilot

WHEREAS, the undersigned parties desire to engage in a pilot program to assess the impact of and facilitate the transition to a permanent, City-wide, Modern Chart featuring longer tours and fewer appearances, for New York City police officers performing patrol and related enforcement functions; and

WHEREAS, New York City police officers would benefit from a Modern Chart pilot program that allows for fewer appearances, more days off of work, and significantly less commute time;

NOW THEREFORE, it is jointly agreed as follows:

1. The pilot program in the initial commands will run for 6 months.
2. The pilot program will initially be implemented for Police Officers assigned to patrol in the 47th and 45th Precincts, Police Service Area 8, and Transit District 11 ("the initial pilot program"). The Police Commissioner may include positions other than patrol within these selected commands after consultation with a labor/management committee to be established by the parties.
3. Rotating 12-hour tours shall be established in the pilot commands, with Police Officers working for 3 consecutive days followed by 3 consecutive regular days off, repeated.
 - a. Police Officers on such tours shall accrue 88 hours of chart time.
 - b. Police Officers on such tours shall complete two annual range/training days on a regularly scheduled day, with such tour lasting 8 hours.
 - c. Police Officers on their first or second 12-hour tour, whose tour extends up to six hours beyond end of tour, have the option to return the same amount of hours after the start of their next scheduled tour or receive overtime for hours worked beyond end of tour and then must appear for their next scheduled tour. (Example: If on a 0600 x 1800 tour, the Police Officer works past 1800 until 2400 hours, the Police Officer may elect to return and work 1200 x 1800 hours for their next scheduled tour. No overtime would be incurred for this election.) This will not be considered a rescheduling.
4. Rotating 10-hour tours shall be established in the pilot commands, with Police Officers working for 4 consecutive days, followed by 2 consecutive regular days off, then working for 4 consecutive days, followed by 4 consecutive regular days off, repeated. For the Police Officers working rotating 10-hour tours, every quarter their regular days off schedule will rotate so that each Police Officer works both sets of working days twice (see attached duty schedule). Positions selected by the Police Commissioner may be assigned to steady 10-hour tours, working for 4 consecutive days, followed by 3 consecutive regular days off, repeated.
 - a. Two range/training days shall be performed annually: One on a regularly scheduled day on an 8-hour tour and one on an additional appearance on an 8-hour tour.

- b. One regularly scheduled tour per year shall be 12 hours long.
5. Police Officers assigned to specialized units (e.g. Neighborhood Coordination Officers) may request to swap a working day and a regular day off (i.e. “day for a day” or “RDO Swap”). The swapped tours must be performed in the same work week. The swapped tour itself cannot generate overtime; a Police Officer may receive pre-tour or post-tour overtime. The request must be submitted at least 5 calendar days in advance, absent exigent circumstances, and approved by the Commanding Officer or designee.
6. Adjustments will be made in leave accruals and leave usage for participating Police Officers so they maintain the same hours and minutes of leave as under their current schedules. Vacation may need to be adjusted, or repicked based upon seniority, during command conversion to the pilot program. The labor/management committee will meet to address any vacation selection issues relating to command conversion. The annual vacation for Police Officers shall be:

	8:35 Tour	10-Hour Tour		12-Hour Tour	
Hours	Days	Days	Additional Hours	Days	Additional Hours
231.75	27	23	2	19	4
223.17	26	22	3	18	7
214.58	25	21	5	17	11
188.83	22	18	9	15	9
180.25	21	18	0	15	0
171.67	20	17	2	14	4
154.50	18	15	4	12	11
137.33	16	13	7	11	5
128.75	15	12	9	10	9
120.17	14	12	0	10	0
111.58	13	11	2	9	4
103.00	12	10	3	8	7
94.42	11	9	4	7	10

7. Police Officers on 10-hour tours shall be granted up to 4 days leave for death-in-the- family. Police Officers on 12-hour tours shall be granted up to 3 days leave for death-in- the-family.
8. The Department shall have the right to reschedule Police Officers on 10-hour tours 17 times per year, and 15 times per year for Police Officers on 12-hour tours.
9. A Police Officer assigned to 12-hour tours may be directed to use chart time in any F.L.S.A. cycle during which the Police Officer is scheduled to exceed the 171-hour threshold.

10. A Police Officer assigned to 12-hour tours may be directed to use chart time when a Commanding Officer or designee reasonably believes such direction would promote Police Officer safety. The Union may appeal such direction to use chart time to the Department's Deputy Commissioner of Labor Relations, whose decision regarding the appeal shall be final and binding.
11. Police Officers participating in the pilot program shall select their tour based on seniority. Commanding Officers will make the final determination on tour assignment. The Union may appeal the denial of a preferred tour of a Police Officer with seniority to the Department's Deputy Commissioner of Labor Relations, whose decision regarding the appeal shall be final and binding.
12. The Department in its sole discretion may exclude or remove any Police Officer from participation in the pilot program for good cause. The Union may appeal the exclusion or removal of a Police Officer from the pilot program to the Department's Deputy Commissioner of Labor Relations, whose decision regarding the appeal shall be final and binding.
13. The labor/management committee will discuss implementation issues as they arise, and the Department may make adjustments to the pilot program based on the committee's recommendations.
14. The Department, in consultation with the labor/management committee, will assess the progress and efficacy of the pilot program. Factors to be reviewed shall include, but will not be limited to: radio run response times; overtime costs; sick leave usage; work performance; health and wellness impact; recruitment and retention. Information regarding these metrics shall be shared with the Union.
15. Should the Department determine that the initial pilot program is successful, the Modern Chart pilot program shall be expanded to additional commands. The number of expansions shall not be limited and will be discussed with the labor/management committee. Should the pilot program be expanded, the Department will continue to monitor the initial and subsequent commands on an ongoing basis during any expansion. The terms of this agreement shall apply to any expansion(s), except as modified by the parties.
16. The Police Commissioner may temporarily suspend the pilot program immediately in the event of an emergency, with notice to the Union.
17. a. The Police Commissioner has sole discretion to terminate the pilot program, until the pilot program is adopted on a permanent basis. Should the Police Commissioner choose to terminate the pilot program, written notice shall be provided to the Union, which shall include the reasons for such decision, and a labor/management committee shall meet within one week to discuss the matter. Following such meeting, one week's notice will be provided to the Union, in writing, of the Police Commissioner's decision on whether to continue the pilot program. Should the Police Commissioner decide to terminate the pilot program, there shall be a reasonable period before the decision is implemented, so that the Department and police officers may appropriately adjust to the new work schedule.

The Police Commissioner's decision to terminate the pilot program shall not be arbitrary or capricious, and shall be based on reasonable operational considerations.

b. In the event that the Police Commissioner terminates the Pilot Program, as set forth in subsection a., the labor-management committee shall meet to discuss the impact of such termination.

18. Should the Department deem the pilot program (including any expansions) to be successful, the parties will meet to discuss how to implement the pilot program on a permanent basis.

19. The parties shall retain all rights pursuant to applicable law, including, but not limited to, the collective bargaining laws, and all rights pursuant to the collective bargaining agreement, except as modified by this agreement. In the event that other existing agreements between the parties are in conflict with this agreement, the parties will meet to resolve such conflicts in the labor/management committee.

FOR THE CITY OF NEW YORK

FOR THE POLICE BENEVOLENT ASSOCIATION

BY:



RENEE CAMPION
Commissioner of Labor Relations

BY:



PATRICK J. LYNCH
President



OFFICE OF LABOR RELATIONS

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General Counsel
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Director, Employee Benefits Program

June 28, 2018

Harry Nespoli, Chair
Municipal Labor Committee
125 Barclay Street
New York, New York

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:
 - a. The MLC agrees to generate cumulative healthcare savings of \$1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
 - i. \$200 million in Fiscal Year 2019;
 - ii. \$300 million in Fiscal Year 2020;
 - iii. \$600 million in Fiscal Year 2021, and
 - iv. For every fiscal year thereafter, the \$600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
 - b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
 - i. \$205 million in FY 2019 and \$295 million in FY 2020 will qualify for those years' savings targets under 1(a)(i) and 1(a)(ii).
 - ii. \$210 million in FY 2019, \$310 million in FY 2020, and \$580 million in FY 2021 will qualify for those years' savings targets under 1(a)(i), 1(a)(ii), 1(a)(iii).
 - iii. In any event, the \$600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.

- c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under 1(a)(iv) above.
 - d. The parties agree that any savings within the period of FY 2015 - 2018 over \$3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
 - e. The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(a)(iv) above. This is currently estimated at approximately \$40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).
2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
- a. The first \$68 million will be used by the City to make a \$100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
 - b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and III). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.

4. The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
 - a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
 - b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
 - c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
 - d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
 - e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
 - f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
 - g. Potential RFPs for all medical and hospital benefits.
 - h. Status of the Stabilization Fund.

The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.
7. In the event of any dispute under sections 1-4 of this Agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
 - a. Such dispute shall be resolved within 90 days.

- b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
- d. The parties shall share the costs for the arbitrator (including Committee meetings).

If the above conforms to your understanding, please countersign below.

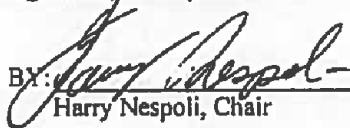
Sincerely,



Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BY:


Harry Nespoli, Chair